

**SEWER EASEMENT DEED AND AGREEMENT WITH COVENANTS
RUNNING WITH THE LAND AND BINDING CONTRACTUALLY ON BOTH
THE GRANTORS AND GRANTEE AND THEIR RESPECTIVE, HEIRS,
SUCCESSORS IN TITLE AND/OR ASSIGNS**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Arthur Fulmer, Jr., M.F.T. Family Partnership, Thompson Family Limited Partnership, Frida Fulmer, Mary Lee Fulmer Franke, John G. Fulmer, Sophia Fulmer, and Jane Fulmer** (hereinafter "Grantors"), do hereby, jointly grant unto **305 Petroleum, Inc., a Mississippi Corporation** (hereinafter "Grantee") their heirs, successors in title, and/or assigns, a perpetual and irrevocable sewer easement with binding covenants and conditions contained herein, which the Grantors and Grantee agree and consent to running with the land and are contractually binding on their respective, heirs, successors in title and/or assigns, said easement description being as follows:

A 10" wide sewer force main easement being located in the southwest quarter of Section 3, Township 6 West of the Chickasaw Meridian, City of Olive Branch, DeSoto County, Mississippi the center line of said easement being more particularly described as follows:

Commencing at the southwest corner of Section 3, Township 2 South, Range 7 West of the Chickasaw Meridian; thence north 41°50'35" east, a distance of 361.27' to the true point of beginning of the herein described easement; thence north 48°21'09" east, a distance of 1,069.59' to the point of ending of said easement, said point being approximately north 48°21' east, a distance of 5' from a sewer manhole with Mississippi State Plan, Zone West Coordinates of north 1,977,911', east 2,448,370'; The boundary of said easement being 5' on each side of the above described center line. Said easement shall be centered upon the sewer force main as constructed whether correctly described or not.

Grantors and Grantee mutually and jointly agree to the covenants and conditions herein, which are part of the easement and run with the land and are also contractually

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binding on the Grantors and Grantee and their respective heirs, successors in title and/or assigns:

Grantors hereby grant a sewer easement, and easement for ingress and egress for purposes of maintenance of said sewer and deem that this easement shall run with the land. Furthermore, it is agreed and understood between the parties to this transaction that this easement has been granted for the sole purpose of allowing Grantee access to city sewer services for the 1.230 acre tract of land, which Grantee intends to purchase from Grantors, the legal description for which is attached hereto as Exhibit "A".

The plat concerning the property which Grantee intends to purchase from Grantors gives the general locations of the dominant and servient estates and is attached hereto as Exhibit "B". The parties expressly agree that in the event that Grantors, their respective heirs, successors in title and/or assigns, propose to build, or build any structure that would encroach upon the easement herein described, or propose a development plan that calls for a change in the location of said easement, Grantee will at Grantee's expense re-route the then existing sewer line around such structure. The Grantors and Grantee expressly agree that Grantors, their respective heirs, successors in title and/or assigns will grant Grantee, their respective heirs, successors in title and/or assigns, an easement for such rerouted line, said easement to be recorded in the office of the Chancery Clerk of Desoto County, Mississippi. Furthermore, Grantee, their respective heirs, successors in title and/or assigns, will agree to execute and record an abandonment of the previous easement in the office Chancery Clerk of Desoto County, Mississippi.

Grantee agrees and covenants to maintain the connecting sewer line in good working order. Grantee further agrees to return the Grantors' land in good condition

following any construction related to said sewer connection. Furthermore, the parties to this transaction also agree that at such time as the appropriate governmental entity installs a gravity sewer along Highway 305 and Church Road, such gravity sewer being reasonably accessible to the location of this sewer easement and within a reasonable access distance to property described in Exhibit "A", Grantee will undertake to tie into such gravity sewer at Grantee's expense. Thereafter, Grantee agrees to abandon and release the sewer easement herein described.

In the event it becomes necessary to enforce the terms of this agreement through court proceedings, the prevailing party shall be entitled to reasonable attorneys' fees.

WITNESS the respective hand and signature of the undersigned on the date herein acknowledged.

GRANTORS:

M.F.T. Family Partnership

Mario F. Thompson
By: Mary General Partner

Frida Fulmer by Jane Fulmer, Atty in Fact
Frida Fulmer
By: Jane Fulmer, as Attorney-In-Fact

Mary Lee Fulmer Franke by Jane Fulmer, Atty in Fact
Mary Lee Fulmer Franke
By: Jane Fulmer, as Attorney-In-Fact

John G. Fulmer by Jane Fulmer, Atty in Fact
John G. Fulmer
By: Jane Fulmer, as Attorney-In-Fact

Sophia Fulmer by Jane Fulmer, Atty in Fact
Sophia Fulmer
By: Jane Fulmer, as Attorney-In-Fact

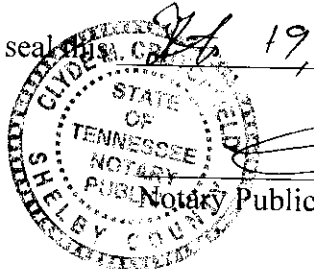
Jane Fulmer
Jane Fulmer

Arthur Fulmer, Jr.
Arthur Fulmer, Jr.

STATE OF ~~MISSISSIPPI~~) ~~DEANESSER~~
COUNTY OF ~~DESOTO~~) ~~SHELBY~~

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Mary Lee Fulmer, who acknowledged to me that he/she is the General Partner of M.F.T. Family Partnership, a limited partnership and that for and on behalf of said partnership and as its act and deed, he/she signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he/she having been first duly authorized so to do.

Given under my hand and official seal this Feb 19, 2007.



My Commission Expires: 12/28/08

STATE OF ~~MISSISSIPPI~~) ~~TENN~~
COUNTY OF ~~DESOTO~~) ~~SHELBY~~

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jane Fulmer, who acknowledged to me that she is the attorney in fact for and that for an on behalf of said Frida Fulmer, Mary Lee Fulmer Franke, John G. Fulmer and Sophia Fulmer, and as her act and deed, she subscribed the name of Frida Fulmer, Mary Lee Fulmer Franke, John G. Fulmer and Sophia Fulmer to the foregoing instrument of writing as principal and her own name as attorney in fact, and signed and delivered the same on the day and year and in the capacity therein mentioned, having been first duly authorized so to do.

Given under my hand and official seal, this Feb 19, 2007.

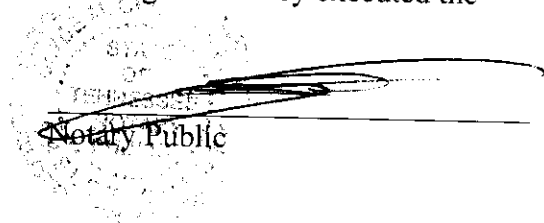
[Signature]
Notary Public

My Commission Expires: 12/28/08

STATE OF ~~MISSISSIPPI~~) ~~MISSISSIPPI~~ TENN
COUNTY OF ~~DESOTO~~) SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on Feb 19, 2007, within my jurisdiction, the within named Jane Fulmer and Arthur Fulmer, Jr., who acknowledged that they executed the above and foregoing instrument.

My Commission Expires: 12/28/08

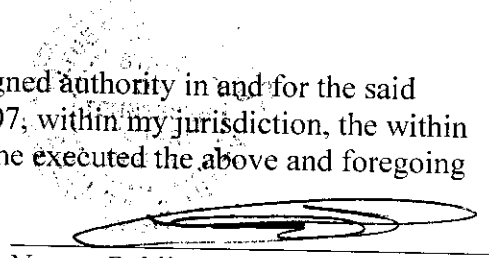


STATE OF ~~MISSISSIPPI~~) ~~MISSISSIPPI~~ TENN
COUNTY OF ~~DESOTO~~) SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on Feb 19, 2007, within my jurisdiction, the within named Arthur Fulmer, Jr., who acknowledged that he executed the above and foregoing instrument.

My Commission Expires: 12/28/08

Notary Public



GRANTEE:

305 Petroleum, Inc.

Charanjiv S. Dhaliwal

By: S. Dhaliwal, President

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the said county and state, on, within my jurisdiction, the within named S. Dhaliwal, who acknowledged that he is the President of 305 Petroleum, Inc., a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, first having been duly authorized by said corporation so to do.

My Commission Expires


Michele Watts
Notary Public

Document Prepared by:
J. WALKER SIMS
MARTIN, TATE, MORROW & MARSTON, P.C.
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662-772-5831

Indexing Instruction: SW ¼ of Section 3, T2, R6W

Return To:

STROUD & HARPER, PC

5779 GETWELL ROAD, STE. 1
SOUTHAVEN, MISSISSIPPI 38672
(662) 596-5656

FILE # 07-3009

EXHIBIT "A"

BEING A LEGAL DESCRIPTION OF PART OF THE FREDA FULMER, ET AL PROPERTY OF RECORD IN WARRANTY DEED AT BOOK 352-PAGE 202 AND BOOK 268-PAGE 208 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PART TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS THE "SUBJECT PROPERTY", SAID SUBJECT PROPERTY BEING DESCRIBED AS:

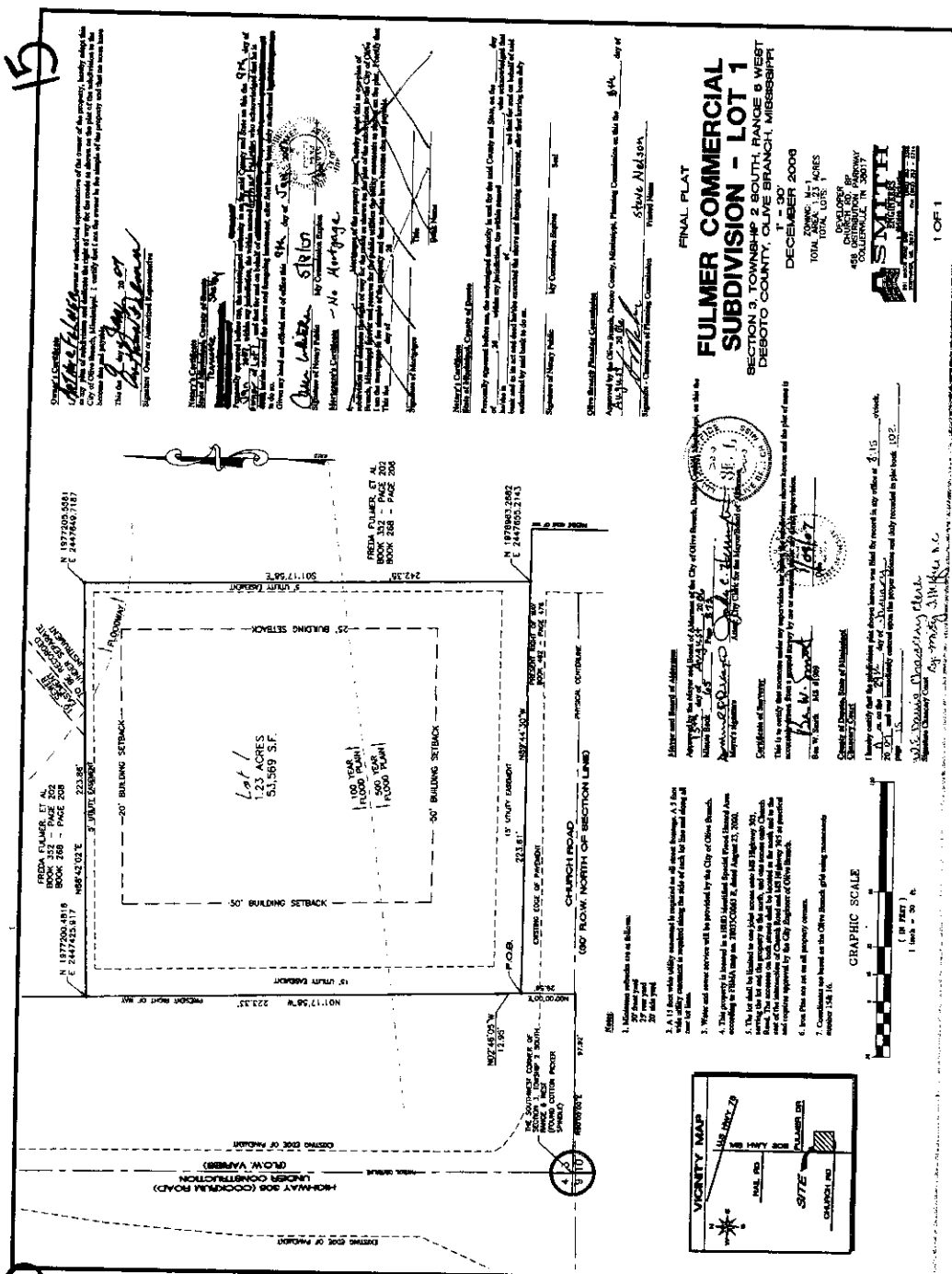
A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 2, RANGE 6 WEST, BEING SITUATED IN OLIVE BRANCH, MISSISSIPPI, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE LOCALLY RECOGNIZED SOUTHWEST CORNER OF SAID SECTION 3, SAID SOUTHWEST CORNER AS EVIDENCED BY A FOUND COTTON PICKER SPINDLE LYING AT MISSISSIPPI STATE PLANE COORDINATES OF NORTHING OF 1976934.7178 AND EASTING OF 2447333.6845 (NAD83-WEST ZONE, UNADJUSTED), SAID POINT OF COMMENCEMENT LYING IN THE INTERSECTION OF THE PRESENT PHYSICAL CENTERLINE OF MISSISSIPPI STATE HIGHWAY 305 (COCKRUM ROAD) [PUBLIC, PAVED ROAD-WIDTH VARIES AS WIDENED] AND THE PRESENT PHYSICAL CENTERLINE OF CHURCH ROAD (PUBLIC PAVED ROAD-WIDTH VARIES); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST- 97.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST-29.56 FEET TO THE INTERSECTION OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF SAID MISSISSIPPI STATE HIGHWAY 305 PER MISSISSIPPI DEPARTMENT OF TRANSPORTATION PLANS FOR STATE PROJECT STP-0031-02(004) AND THE PRESENT NORTHERLY RIGHT OF WAY LINE OF CHURCH ROAD (30 FEET TO CENTERLINE AT THIS POINT SAID PRESENT NORTHERLY RIGHT OF WAY LINE BEING THE NORTHERLY LINE OF THAT PROPERTY CONVEYED TO DESOTO COUNTY IN DEED BOOK 462-PAGE 478, SAID INTERSECTION BEING EVIDENCED BY A SET IRON PIN, AND SAID, IRON PIN BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 02 DEGREES 46 MINUTES 05 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI STATE HIGHWAY 305 A DISTANCE OF 12.96 FEET TO A SET IRON PIN AT AN ANGLE POINT; THENCE NORTH 01 DEGREES 17 MINUTES 58 SECONDS WEST (CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE)-223.33 FEET TO A SET IRON PIN AT A NORTHERLY LINE OF PROPOSED PARTITION OF SAID FREDA FULMER, ET AL PROPERTY; THENCE NORTH 88 DEGREES 42 MINUTES 02 SECONDS EAST ALONG SAID LINE OF PARTITION-223.86 FEET TO A SET IRON PIN; THENCE SOUTH 01 DEGREES 17 MINUTES 58 SECONDS EAST ALONG AN EASTERLY LINE OF SAID PROPOSED PARTITION-242.35 FEET TO A SET IRON PIN IN THE SAID PRESENT NORTHERLY RIGHT OF WAY LINE OF CHURCH ROAD; THENCE NORTH 89 DEGREES 44 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE -223.61 FEET TO THE POINT OF BEGINNING.

SUBJECT PROPERTY AS DESCRIBED HEREIN CONTAINING 53,569 SQUARE FEET OR 1.230 ACRES, MORE OR LESS.

SUBJECT PROPERTY HEREIN DESCRIBED IS VACANT LAND.

EXHIBIT "B"



FINAL PLAT
FULMER COMMERCIAL
SUBDIVISION - LOT 1
SECTION 3, TOWNSHIP 3 SOUTH, RANGE 8 WEST
DEBOTO COUNTY, CLAY COUNTY, MISSISSIPPI
DECEMBER 2009
T = 30
ZONING: N-1
TOTAL ACRES: 1.23
OWNER: FULMER, ET AL
SURVEYOR: STEVE NELSON
REGISTERED PROFESSIONAL SURVEYOR
MISSISSIPPI
No. 10077
Exp. 12/31/2012

NOTICE TO THE PUBLIC
I, the undersigned, Surveyor, do hereby certify that the foregoing plat shows the true and correct location of the boundaries of the property described herein, and that the same are in accordance with the original survey and the plat of same is true and correct.
This is to certify that the foregoing plat shows the true and correct location of the boundaries of the property described herein, and that the same are in accordance with the original survey and the plat of same is true and correct.
Surveyor's Seal
Steve Nelson
REGISTERED PROFESSIONAL SURVEYOR
MISSISSIPPI
No. 10077
Exp. 12/31/2012

- NOTES**
1. The plat is based on the original survey and the plat of same is true and correct.
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 3. The plat is based on the original survey and the plat of same is true and correct.
 4. The plat is based on the original survey and the plat of same is true and correct.
 5. The plat is based on the original survey and the plat of same is true and correct.
 6. The plat is based on the original survey and the plat of same is true and correct.
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